

Exhibit K

to Hawkins Declaration

Plaintiffs' Motion for Class Certification

Michelo et al. v. Nat'l Collegiate Student Loan Trust 2007-2 et al., No. 18-CV-1781

Bifulco et al. v. Nat'l Collegiate Student Loan Trust 2004-2 et al., No. 18-CV-7692

Bronx County Civil Court
Civil Judgment

Plaintiff(s):
National Collegiate Student Loan Trust 2007-2, A Delaware Statutory
Trust(s)

vs.

Defendant(s):
Jaelysabel Villasante;
Sandra Tabar

Index Number: CV-000761-14/BX

Judgment issued: On Default

On Motion of:

Forster & Garbus LLP
60 Motor Parkway, PO Box 9030, Commack,
NY 11725-

Amount claimed	\$11,782.40	Index Number Fee	\$45.00	Transcript Fee	\$0.00
Less Payments made	\$0.00	Consumer Credit Fee	\$95.00	County Clerk Fee	\$0.00
Less Counterclaim Offset	\$0.00	Service Fee	\$50.00	Enforcement Fee	\$40.00
Interest	\$0.00	Non-Military Fee	\$0.00	Other Disbursements	\$0.00
Attorney Fees	\$0.00	Notice of Trial Fee	\$0.00	Other Costs	\$0.00
Cost By Statute	\$50.00	Jury Demand Fee	\$0.00		
Total Damages	\$11,782.40	Total Costs & Disbursements	\$280.00	Judgment Total	\$12,062.40

The following named parties, addressed and identified as creditors below:

Plaintiff creditor(s) and address

(1) National Collegiate Student Loan Trust 2007-2, A Delaware Statutory Trust(s)
800 Boylston St, Fl34, Boston, Massachusetts 02199

Shall recover of the following parties, addresses and identified as debtors below:

Defendant debtor(s) and address

(1) Jaelysabel Villasante
1535 Undercliff Ave, Apt 1, Bronx, New York 10453
(2) Sandra Tabar
1535 Undercliff Ave, Apt 1, Bronx, New York 10453

Judgment entered at the Bronx County Civil Court, 851 Grand Concourse, Bronx, NY 10451, in the STATE OF NEW YORK
in the total amount of **\$12,062.40 on 05/27/2014 at 04:08 PM.**

Judgment sequence 1

Carol Alt

Carol Alt, Chief Clerk Civil Court

FILED
CLERK'S OFFICE
MAY 27 2014
CIVIL COURT
BRONX COUNTY

INDEX NO. 000761-14
CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

NATIONAL COLLEGIATE STUDENT LOAN
TRUST 2007-2, A DELAWARE
STATUTORY TRUST(S)

PLAINTIFFS,
AGAINST
JAELYSABEL VILLASANTE

SANDRA TABAR
0000226880
DEFENDANTS.
MS50000226880

JUDGMENT ON DEFAULT *

AMOUNT CLAIMED IN COMPLAINT	\$	11,782.40
LESS PMTS THRU	\$.00
BALANCE OF CLAIM AMOUNT DUE	\$	11,782.40
INTEREST WAIVED	\$.00
ATTORNEYS FEES WAIVED	\$.00
	\$	11,782.40
COSTS BY STATUTE	50.00	
SERVICE OF SUMMONS & COMP	50.00	
FILING OF SUMMONS & COMP	140.00	
MOTION FEE		
PROSPECTIVE EXECUTION FEE	40.00	
TRANSCRIPT & DOCKETING		
REQ JUD INT		
SATISFACTION PIECE		
SUBTOTAL	280.00	
TOTAL	\$	12,062.40
* PURSUANT TO FDCPA, PLEASE TAKE	*	
* NOTICE THAT FORSTER & GARBUS LLP	*	
* IS A DEBT COLLECTOR.	*	

JUDGMENT ENTERED ON:

JUDGMENT IS RENDERED IN FAVOR OF THE
PLAINTIFF

NATIONAL COLLEGIATE STUDENT LOAN
TRUST 2007-2, A DELAWARE
STATUTORY TRUST(S)

800 BOYLSTON ST FL34 BOSTON, MA 02199

AND AGAINST THE FOLLOWING DEFENDANT(S)
JAELYSABEL VILLASANTE
1535 UNDERCLIFF AVE APT #109
BRONX NY 10453

SANDRA TABAR
1535 UNDERCLIFF AVE APT #109
BRONX NY 10453

AS HEREIN ABOVE COMPUTED IN THE SUM
OF \$ 12,062.40
AND IT IS ADJUDGED THAT THE PLAINTIFF
HAS EXECUTION THEREFORE.

, CLERK

STATE OF NY, COUNTY OF SUFFOLK SS:
JOEL D. LEIDERMAN AFFIRMS TRUE UN-
DER PENALTY OF PERJURY: HE IS ASSOC
WITH PLAINTIFF'S ATTY, ADMITTED TO
PRACTICE IN NY; DISBURSEMENTS SPECI-
FIED HEREIN, HAVE BEEN OR WILL
NECESSARILY BE MADE OR INCURRED, ARE
REASONABLE IN AMOUNT; SERVICE OF
SUMMONS AND COMPLAINT HAS BEEN
MADE UPON DEFENDANT BY PERSONAL/SUB
SERVICE AS APPEARS BY AFFIDAVIT
OR ACKNOWLEDGEMENT OF SERVICE. THE
TIME OF DEFENDANT/S TO APPEAR
OR ANSWER HAS EXPIRED AND THE DE-
FENDANT/S HAVE NOT APPEARED OR AN-
SWERED. THIS AFFIRMATION IS MADE IN
COMPLIANCE WITH 50 USCS APPX SECS
501 ET SEQ AND N.Y.M.L. 300-328.
THE DEFENDANT IS NOT AT THE
PRESENT TIME IN THE MILITARY OR
NAVAL SERVICE OF THE USA OR OF
ANY ALLIED NATION OF THE USA AS
SUCH TERM IS DEFINED BY THE ACTS OF
CONGRESS. I BASE SUCH STATEMENTS
ABOVE UPON THE FACTS STATED IN THE
ATTACHED DOD MANPOWER DATA REPORT.
AFFIRMANT GAVE ADDITIONAL
NOTICE OF THIS ACTION TO DEFENDANTS
BY MAILING A COPY OF THE SUMMONS
IN FIRST CLASS POSTAGE PAID
ENVELOPES MARKED "PERSONAL AND
CONFIDENTIAL" WITH NO INDICATION
THAT IT WAS FROM AN ATTORNEY OR
CONCERNED AN ALLEGED DEBT
ON 3/03/14
BY DELIVERING IT TO AN EMPLOYEE OF
THE USPS AT OUR OFFICES (USPS
DOMESTIC MAIL MANUAL SEC. 507
SUB 6.0 ET. SEQ.)
THE ENVELOPES WERE ADDRESSED TO

JAELYSABEL VILLASANTE
SANDRA TABAR
THE DEFENDANT/S AT
1535 UNDERCLIFF AVE APT #109
BRONX NY 10453
1535 UNDERCLIFF AVE APT #109
BRONX NY 10453
THIS BEING THE LAST KNOWN RESIDENCE

MORE THAN 20 DAYS HAVE ELAPSED
SINCE THEN, AND THE SUMMONS SO
MAILED HAS NOT BEEN RETURNED BY THE
USPO AS UNDELIVERABLE.
I AFFIRM THE SUMMONS AND COMPLAINT
AND AFFIDAVIT (OR ACKNOWLEDGMENT)
HAVE BEEN FILED IN THIS COURT UNDER
THE ABOVE INDEX #.

DATED: 4/03/14

JOEL D. LEIDERMAN
FORSTER & GARBUS/LLP, ATTYS FOR PLTF
60 MOTOR PKWY, COMMACK, NY 631-393-9400

Notary Public, State of New York
Notary Public, State of New York

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

AFFIDAVIT OF SERVICE (ADDRESS CHANGE)



483704

Index no : 761/14
Date of Purchase: 01/14/2014
Office No: MS50000226880

Plaintiff(s): NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-2, A DELAWARE
STATUTORY TRUST(S)
Defendant(s): JAELYSABEL VILLASANTE AND SANDRA TABAR

STATE OF NEW YORK COUNTY OF QUEENS ss.:

I (Kerron Melville) being duly sworn deposes and says I am over the age of 18 and reside in New York State.

On 02/21/2014 at 9:25 PM, I served the within SUMMONS AND FORMAL COMPLAINT on SANDRA TABAR at 1535 UNDERCLIFF AVE APT 109, BRONX, NY 104537172 in the manner indicated below:

By delivering and leaving a true copy or copies of the aforementioned documents with said, "John Doe", CO-TENANT a person of suitable age and discretion. Person spoken to stated that said premises is intended recipients residence within the state.

A description of the Defendant(s), or other person served on behalf of the Defendant(s) is as follows:

Sex	Color of skin/race	Color of hair	Age(Approx)	Height (Approx)	Weight (Approx)
Male	Brown	Black	38	5ft9in	161-180lbs
Other Features:					

On 02/24/2014 I deposited in the United States mails a true copy or copies of the aforementioned documents properly enclosed and sealed in a post-paid wrapper addressed to said Defendant(s) at 1535 UNDERCLIFF AVE APT 109, BRONX, NY 104537172. That address being the last known residence, usual place of abode of the Defendant(s). Copy mailed 1st class mail marked personal & confidential not to be returned to sender, by return address or otherwise that said notice is from an attorney or concerns an action against the person to be served.

The index number and date of filing was endorsed on the documents by the County Clerk of the County of New York.

Sworn to and subscribed before me on
02/24/2014

Felix A Yazquez
Notary Public, State of New York
No. 01VA6172274
Qualified in Kings County
Commission Expires 8/6/15

X
Kerron Melville
License#: 1314097
Progressive Process Service, Inc.
P.O. Box 230270
Hollis, NY 11423
800-652-7550 Clerk: Progressive



Varbus, LLP
Suitable Age Service

**CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX**

AFFIDAVIT OF SERVICE (ADDRESS CHANGE)



483783

Index no : 761/14
Date of Purchase: 01/14/2014
Office No: MS50000226880

Plaintiff(s): **NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-2, A DELAWARE
STATUTORY TRUST(S)**
Defendant(s): **JAELYSABEL VILLASANTE AND SANDRA TABAR**

STATE OF NEW YORK COUNTY OF QUEENS ss.:

I (Kerron Melville) being duly sworn deposes and says I am over the age of 18 and reside in New York State.

On 02/21/2014 at 9:25 PM, I served the within SUMMONS AND FORMAL COMPLAINT on JAELYSABEL VILLASANTE at 1535 UNDERCLIFF AVE APT 109, BRONX, NY 104537172 in the manner indicated below:

By delivering and leaving a true copy or copies of the aforementioned documents with said , John doe", CO-TENANT a person of suitable age and discretion. Person spoken to stated that said premises is intended recipients residence within the state.

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The index number and date of filing was endorsed on the documents and on the envelope.

Sworn to and subscribed before me on
02/24/2014

Felix A Vazquez
Notary Public, State of New York
No. 01VA6172274
Qualified in Kings County
Commission Expires 8/6/15

PROGRESSIVE PROCESS SERVICE
CIVIL COURT
X
SW / ENVELOPE
Kerron Melville
License#: 1314097
PROGRESSIVE PROCESS SERVICE, INC.
P.O. Box 230270
HOLLIS, NY 11423
800-652-7550 Clerk: Progressive



CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

NATIONAL COLLEGIATE STUDENT
LOAN TRUST 2007-2

A Delaware Statutory Trust(s)

Plaintiff

v.

JAELYSABEL VILLASANTE
SANDRA TABAR

Defendant(s)

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)
)
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)
)
)
)
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)

Docket #000761-14

AFFIDAVIT AND VERIFICATION OF ACCOUNT

STATE OF GEORGIA

COUNTY OF GWINNETT

)
)
)

BEFORE ME, the undersigned authority, personally appeared Affiant Dudley Turner B.,
who being first duly sworn, deposes and states:

1. I am employed by NCO Financial Systems, Inc. (hereinafter NCO), the designated Custodian of Records for Plaintiff pertaining to the Defendants' education loan(s) forming the subject matter of the above-captioned Complaint. I am duly authorized by Plaintiff to make the representations contained in this Affidavit and I am over the age of 18 and competent to testify to the matters stated in this Affidavit.

2. I am competent and authorized to testify relating to this action through personal knowledge of the business records, including the electronic data, sent to NCO that detail the education loan records. I also have personal knowledge of the record management practices and procedures of Plaintiff and the practices and procedures Plaintiff requires of its loan servicers and other agents.

3. This lawsuit arose out of an unpaid loan or loans owed by defendant JAELYSABEL VILLASANTE and defendant SANDRA TABAR to Plaintiff. Specifically Defendants entered into an education loan agreement at Defendants' special instance and request. A loan was extended for Defendants' to use pursuant to the terms of the loan agreements. Defendants have failed, refused, and/or neglected to pay the balance or balances pursuant to the agreed repayment schedule or schedules.

4. Education loan account records are compiled and recorded as part of Plaintiff's regularly conducted business activity at or near the time of the event and from information transmitted from a person with knowledge of said event, by or from information transmitted by a person with knowledge of the accounts or events described within the business record. Such records are kept, maintained, and relied upon in the course of ordinary and regularly conducted business activity.

5. I am familiar with the education loan records within my possession as custodian of records related to this matter. I have been authorized by Plaintiff to make this certification on behalf of Plaintiff for this case.

6. I have reviewed the education loan records as business records described in this affidavit regarding account number xxxxx2466/002-001000. No payments have been made on this account. After all payments, credits and offsets have been applied, defendant JAELYSABEL VILLASANTE and defendant SANDRA TABAR owe the principal sum of \$ 10,277.71, together with accrued interest in the amount of \$ 1,504.69, totaling the sum of \$ 11,782.40 as of 2/7/2014. Attached hereto and incorporated as Exhibit "A" is a true copy of the underlying Credit Agreement/Promissory Note. In the event the Defendant(s) faxed the executed Credit Agreement/Promissory Note, per its terms they agreed their facsimile/electronic signature is deemed to be an original. Under applicable federal and state law, all copies of signatures executed via facsimile or electronic email are considered to be legal, binding agreement.

7. Based on records maintained by Plaintiff, the Defendants are not minors or incompetent. A reasonable inquiry has been made to determine if the Defendants are in the military service of the United States of America, and to the best of my knowledge, Defendants are not in such military services and are therefore not entitled to the rights and privileges provided under the Soldiers and Sailors Civil Relief Act of 1940, as amended.

8. I declare under the penalty of perjury under the laws of the forum state that the foregoing is true and correct to the best of my knowledge, information and belief.
FURTHER AFFIANT SAYETH NAUGHT.

Dudley Turner
AFFIANT

Print Name: Dudley Turner

Title: Vendor Network Representative

SWORN AND SUBSCRIBED to before me this 18th day of February, 2014.



Danielle Gray
NOTARY PUBLIC

My Commission Expires on November 27, 2017

I am attorney-at-law admitted to practice in the State of GEORGIA and do hereby certify that the acknowledgment of proof upon the above document was taken in the manner prescribed by the laws of the State of GEORGIA and conforms to the laws thereof. IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of February, 2014.

KRISTIAN KNOCHEL

GEORGIA BAR # 426673 Printed Name

[Signature]

Signature

FORSTER & GARBUS ATTYS FOR PLAINTIFF

60 MOTOR PARKWAY, COMMACK NY 11725

631-393-9400 2/7/2014

EXHIBIT A

NOTE DISCLOSURE STATEMENT

\$ 16,574.59
04744511
 Loan No.

Borrower(s) JAELYSABEL VILLASANTE
SANDRA Y TABAR
 Student: JAELYSABEL VILLASANTE
 Date: February 15, 2007

JAELYSABEL VILLASANTE
 2111 EAST 22ND ST
 BROOKLAND, NY 11229 USA

Lender Name and Address:
NATIONAL CITY BANK
1900 EAST 9TH ST, LOC 01-2237
CLEVELAND, OH 44114

This disclosure statement relates to your Loan Note disbursed on February 15, 2007.
 Because your Loan is either being disbursed or entering repayment, or the repayment terms are being modified, the following information about your Loan is being given to you.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments scheduled.
<u>12.777</u> %	\$ <u>52,718.40</u>	\$ <u>15,000.00</u>	\$ <u>67,718.40</u>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are due
<u>240</u>	\$ <u>282.16</u>	On the <u>15th</u> day of each month beginning <u>1/2011</u>

VARIABLE RATE: The Annual Percentage Rate, which is based on an index plus a margin, may increase during the term of the loan if the index rate increases. The index is (check one):

- ☐ Prime Rate Index Adjusted Monthly - The highest U.S. bank prime rate published in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the last business day of each calendar month.
- ☐ Prime Rate Index Adjusted Quarterly - The highest U.S. bank prime rate published in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the last business day of each calendar quarter.
- ☐ LIBOR Index Adjusted Quarterly - The average of the one-month London Interbank Offered Rates published in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the first business day of each of the three (3) calendar months immediately preceding the first day of each calendar quarter.
- ☒ LIBOR Index Adjusted Monthly - The one-month London Interbank Offered Rate published in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the first business day of the preceding calendar month.

Any increase in the index and the Annual Percentage Rate which occurs while principal payments are deferred will increase the amount of any current and all future payments. Any increase in the index and the Annual Percentage Rate which occurs while principal and interest payments are deferred will increase the amount of all future payments. Any increase in the index and the Annual Percentage Rate which occurs after you have begun to make principal and interest payments on your loan will increase the amount of your future principal and interest payments beginning with your next annual payment adjustment date. For example, assume you obtain a loan in your junior year, in the amount of \$10,000, at an interest rate of 11%, and you defer principal and interest payments until after your graduation, and the repayment term of the loan is 20 years. If the interest rate increased to 12% on January 1st of your senior year, the interest which accrues while principal and interest payments are deferred will increase by \$91.01, and your monthly principal and interest payments would increase by \$9.37.

LATE CHARGES: If a payment is more than 15 days late, you may be charged \$5.00 or 5% of the payment, whichever is less. If you default, Lender (or any subsequent holder of your Loan Note) may increase the margin used to compute the Annual Percentage Rate by two percentage points (2%).

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

Estimates: All numerical disclosures except the late payment disclosure are estimates.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, any security interest and prepayment refunds and penalties.

Principal Amount of Note (Amount Financed plus Prepaid Finance Charge)	\$ <u>16,574.59</u>
Itemization of Amount Financed	
Amount paid to <u>JAELYSABEL VILLASANTE and</u>	\$ <u>15,000.00</u>
Amount paid to <u>SANDRA Y TABAR</u>	\$ <u>15,000.00</u>
Total Amount Financed	\$ <u>15,000.00</u>
Itemization of Prepaid Finance Charge	
Origination Fee	\$ <u>1,574.59</u>
Total Prepaid Finance Charge(s)	\$ <u>1,574.59</u>

* Cosigned * Loan Request/Credit Agreement - Signature Page		
NON-NEGOTIABLE CREDIT AGREEMENT - THIS IS A CONSUMER CREDIT TRANSACTION		
LOAN PROGRAM INFORMATION		
Asstute Undergraduate Loan Lender: National City Bank Loan Amount Requested: \$15000.00 Deferral Period Margin: 6.5	School: CAZENOVIA COLLEGE Repayment Option: Full Deferral Repayment Period Margin: 6.5	Academic Period: 01/2007-01/2008 Loan Origination Fee Percentage: 9.50

STUDENT BORROWER INFORMATION (Must be at least 18 years of age)		
Borrower Name: Janlysaabel Villanorte Social Security #: [REDACTED] 2466	Home Address: 2111 East 22nd St Brookland, NY 11229 Date of Birth: [REDACTED] 1987	Home Telephone: (718) 451-8078
Student Citizenship (check one box): <input checked="" type="checkbox"/> U.S. Citizen <input type="checkbox"/> Eligible Non-Citizen (Attach front & back copy of CIS or student visa card)		
Note: Personal reference name and address cannot match that of the Cosigner.		
Personal Reference Name: Pedro L. Gomez Reference Street Address: 3045 Ave X Apt 10 Reference City/State/Zip: [REDACTED] NY 11229	Reference Home Tel #: (347) 744-8595	Work Tel #: (347) 744-8595

COSIGNER INFORMATION (Must be at least 18 years of age)		
Cosigner Name: Sandra Y Tabar Social Security #: [REDACTED] 8578	Home Address: 2111 East 22nd St Brookland, NY 11229 Date of Birth: [REDACTED] 1963	Home Telephone: (917) 916-7429
Have you ever defaulted on a student loan or declared bankruptcy? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
Current Employer: COMMERCE BANK Current Position: Executive Years at Previous Employment: 0 Years	Years There: 3 Years 7 Months	Employer Telephone: (718) 432-1487
Allimony, child support, or separate maintenance incomes do not have to be revealed if you do not want them considered for repaying this obligation. If you are relying on such additional income, please provide details on a separate sheet of paper.		
Cosigner Citizenship (check one box): <input checked="" type="checkbox"/> U.S. Citizen <input type="checkbox"/> Eligible Non-Citizen (Attach front & back copy of CIS)		
Note: Personal reference name and address cannot match that of the Student.		
Personal Reference Name: Joseph Zella Reference Street Address: 2405 24th St Apt 4 Reference City/State/Zip: Brookland, NY 11229	Reference Home Tel #: (718) 934-2400	Work Tel #: (718) 934-2400

By my signature, I certify that I have read, understand, agree to, and intend to be legally bound by the terms of this work, like the obligations set forth on all four (4) pages of this Loan Request/Credit Agreement NC.06-07.CSX1.10DC.0306, which are incorporated herein by reference ("Credit Agreement"). I understand that any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties, which may include fines or imprisonment. This Credit Agreement is signed under seal. I understand that I am not required to fix my signature on or to sign electronically this Credit Agreement and any related notices that require signature. If I choose to fix my signature on or to sign electronically this Credit Agreement, I intend: (i) my fix or electronic signature to be an electronic signature under applicable federal and state law, (ii) any fix printout or printout of a facsimile electronic record of this Credit Agreement and related notices to be an original document, (iii) to conduct business with the Lender by electronic records and electronic signatures, and (iv) that this Credit Agreement will not be governed by Article 3 of the Uniform Commercial Code, and my obligations under this Credit Agreement will not be subject to, but any transfer of my obligations will be subject to, Article 9 of the Uniform Commercial Code.

For purposes of the following notices, "you" means the Borrower and Cosigner, not the Lender.

FOR ALABAMA RESIDENTS: CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

FOR VERMONT RESIDENTS - NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS CREDIT AGREEMENT MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

FOR WISCONSIN RESIDENTS - NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THE WRITING ON THE FOLLOWING PAGES, EVEN IF OTHERWISE ADVISED.

(b) DO NOT SIGN THIS CREDIT AGREEMENT IF IT CONTAINS ANY BLANK SPACES.

(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS CREDIT AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

PLEASE SIGN BELOW - RETURN This Page With Proof of Income and Other Information (if applicable) - FAX TO: 800-704-9408

Signature of Borrower [Signature] Date 1-20-2007

BY SIGNING THIS CREDIT AGREEMENT BELOW, I CERTIFY THAT I INTEND TO (i) APPLY FOR JOINT CREDIT AND (ii) BE JOINTLY LIABLE WITH THE BORROWER FOR THIS LOAN.

Signature of Cosigner [Signature] Date 1/20/2007

NC.06-07.CSX1.10DC.0306

PN01_NT_06-07_CSX1_F_X_VILLANORTE-A104744511.pdf

1 of 4
COSIGNER COPY

MMUUP

Department of Defense Manpower Data Center

Results as of: Apr-03-2014 07:06:16 AM

SCRA 3.0



Status Report Pursuant to Servicemembers Civil Relief Act

Last Name: TABAR

First Name: SANDRA

Middle Name:

Active Duty Status As Of: Apr-03-2014

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

File #: MS50000226880



Status Report Pursuant to Servicemembers Civil Relief Act

Last Name: VILLASANTE

First Name: JAELYSABEL

Middle Name:

Active Duty Status As Of: Apr-03-2014

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
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Mary M. Snively-Dixon

Mary M. Snively-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

File #: MS50000226880

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq. as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: C8J171EA90C5N50

File #: MS50000226880

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

NATIONAL COLLEGIATE STUDENT LOAN
TRUST 2007-2, A DELAWARE
STATUTORY TRUST(S)

Index # 761/14
Account# 0000226880
Our Ref# MS50000226880

-against- Plaintiff,

NON-MILITARY
AFFIRMATION
AND NON-EXPIRATION OF
STATUTE OF LIMITATIONS
AFFIRMATION

JAELYSABEL VILLASANTE
SANDRA TABAR

Defendant.

JOEL D. LEIDERMAN an attorney duly admitted to practice in the courts of this state, affirms the following to be true under penalties of perjury:

1. I am associated with FORSTER & GARBUS LLP, the attorneys for the plaintiff, and I am fully familiar with the facts set forth in this affirmation based upon my personal knowledge or review of the file maintained by our office with respect to this action.

2. This affirmation is made pursuant to the United States Soldiers and Sailor's Relief Act of 1940, as amended, 50 U.S.C.A. App. Secs. 501 et. Seq. for the purpose of the entry of judgment against JAELYSABEL VILLASANTE, SANDRA TABAR defendant(s) in the above entitled action

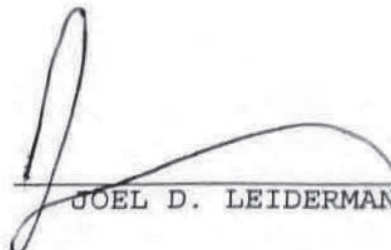
3. I provided the Department of Defense with the pertinent information about the defendant(s), such as date(s) of birth and/or social security number(s) which I know because that information was communicated to our office at the time this account was referred to our office. I requested that a military investigation be conducted.

4. Based upon the response I received from the Department of Defense Manpower Data Center dated 04/03/14 I am convinced that the defendant(s) is not on Active Duty Status in any branch of the United States military.

5. The cause of action accrued in DE. The statute of limitations for that state is 6 years. After making reasonable inquiry into this account, I have reason to believe that the statute of limitations had not expired at the time of the commencement of this lawsuit.

6. On information and belief the plaintiff herein is either an original creditor or, if a debt buyer the purchase was made prior to 9/1/09.

Dated: Commack, New York
04/03/14


JOEL D. LEIDERMAN

Forster & Garbus LLP
60 Motor Parkway, Commack, NY 11725
(631) 393-9400 04/03/14

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Certificate ID: O8L2D15A60C5V60

TRANSACCION DE CREDITO DEL CONSUMIDOR
!IMPORTANTE! !UD. HA SIDO DEMANDADO!
ESTE ES UN DOCUMENTO LEGAL - UNA CITACION

!NO LA BOTE! !CONSULTE CON SU ABOGADO ENSEGUIDA! LE PUEDEN QUITAR PARTE DE SU SALARIO [EMBARGARLO]. !SI UD. NO SE PRESENTA EN LA CORTE CON ESTA CITACION LE PUEDEN CONFISCAR SUS BIENES, [PROPIEDAD] Y PERJUDICAR SU CREDITO! !TAMBIEN ES POSIBLE QUE TENGA QUE PAGAR OTROS GASTOS LEGALES (COSTAS)! SI UD. NO TIENE DINERO PARA UN ABOGADO TRAIGA ESTOS PAPELES A LA CORTE INMEDIATAMENTE. VENGA EN PERSONA Y EL SECRETARIO DE LA CORTE LE AYUDARA.

Civil Court of the City Of New York

Summons And Formal Complaint

County of BRONX

NATIONAL COLLEGIATE STUDENT LOAN
 TRUST 2007-2, A DELAWARE
 STATUTORY TRUST(S)

No. de epigrafe

El direccion del Demandante: 800 BOYLSTON ST FL34
 BOSTON, MA 02199

Vs.

Demandante

La razon de haber designado esta Corte es:

El Demandado vive en el Condado de BRONX

JAELYSABEL VILLASANTE
 SANDRA TABAR

Demandado(s)

La transaccion de credito tuvo lugar en el Condado de
 BRONX /

Al demandado arriba mencionado:

USTED ESTA CITADO a comparecer en la Corte Civil de la Ciudad de Nueva York, Condado de
 BRONX *a la oficina del Jefe Principal de dicha Corte en*
 851 GRAND CONCOURSE, BX *en el Condado de* BRONX *Ciudad y Estado*
de Nueva York, dentro del tiempo provisto por la ley segun abajo indicado y presentar su repuesta a la
demanda adjunta al Jefe de la Corte; si usted no comparece a contestar se rendira sentencia contra
usted en la suma de \$ 11,782.40 incluyendo los desembolsos de este causa.
ausa.

Fechado, 01/09/14

FORSTER & GARBUS LLP ATTYS FOR PLTF
 60 Motor Parkway Commack NY 11725

Nota: La ley provee que. (a) Si esta citacion es entregada a usted personalmente en la Ciudad de Nueva York, usted debe comparecer y responderla dentro de 20 dias despues de la entrega; o (b) Si esta citacion es entregada a otra persona que no fuera usted personalmente, o si fuera entregada afuera de la Ciudad de Nueva York, o por medio de publicacion, o por otros medios, que no fueran entrega personal a usted en la Ciudad de Nueva York, usted tiene 30 dias para comparecer y responder la demanda, despues de haberse presentado prueba de entrega de la citacion al Jefe de esta Corte.

**CONSUMER CREDIT TRANSACTION
IMPORTANT! YOU ARE BEING SUED!!
THIS IS A COURT PAPER - A SUMMONS**

DON'T THROW IT AWAY!! TALK TO A LAWYER RIGHT AWAY! PART OF YOUR PAY CAN BE TAKEN FROM YOU [GARNISHEED]. IF YOU DO NOT BRING THIS TO COURT, OR SEE A LAWYER, YOUR PROPERTY CAN BE TAKEN AND YOUR CREDIT RATING CAN BE HURT!! YOU MAY HAVE TO PAY OTHER COSTS TOO!! IF YOU CAN'T PAY FOR YOUR OWN LAWYER, BRING THESE PAPERS TO THIS COURT RIGHT AWAY. THE CLERK [PERSONAL APPEARANCE] WILL HELP YOU!

Civil Court of the City Of New York

Summons And Formal Complaint

County of BRONX

R

000761

NATIONAL COLLEGIATE STUDENT LOAN
TRUST 2007-2, A DELAWARE
STATUTORY TRUST(S)

Index No.

Plaintiff's Address: 800 BOYLSTON ST FL34
BOSTON, MA 02199

Plaintiff

FILE NO. MS50000226880

against

The basis of venue designated is:

Defendant resides in

BRONX

JAELYSABEL VILLASANTE
SANDRA TABAR

Defendant(s)

Transaction to place in

BRONX

FEE PAID

JAN 14 2014

To the above named Defendant(s)

YOU ARE HEREBY SUMMONED to appear in The Civil Court of the City of New York, County of
BRONX at the office of the Court Clerk at 851 GRAND CONCOURSE, BX
in the County of BRONX City and State of New York, within the time provided by the law as
noted below and to file your answer to the annexed complaint with the Clerk: upon your failure to
answer, judgement will be taken against you for the sum of \$ 11,782.40 together with the
disbursements of this action.

Date: 01/09/14

FORSTER & GARBUS LLP ATTY FOR PLTF
60 Motor Parkway Commack NY 11725

Def.: 1535 UNDERCLIFF AVE APT 1 BRONX NY 10453-7172

TEL: (631-393-9400)

Note: The law provides that:(a) if this summons is served by its delivery to you personally within the City Of New York, you must appear and answer within 20 days after such service; or (b) If this summons is served by delivery to any person other than you personally, or is served outside the City of New York, or by publication, or by any means other than personal delivery to you within the City of New York, you are allowed 30 days after proof of service thereof is filed with the Clerk of this Court within which to appear and answer.

CITY OF BRONX

FORMAL COMPLAINT

NATIONAL COLLEGIATE STUDENT LOAN
TRUST 2007-2, A DELAWARE
STATUTORY TRUST(S)

against

Plaintiff

JAELYSABEL VILLASANTE

SANDRA TABAR

Defendant(s)

Plaintiff, by its attorney(s) complaining of the Defendant(s), upon information and belief, alleges:

1. That Defendant(s) resides in the county in which this action is brought; or that Defendant(s) transacted business within the county in which this action is brought in person or through his agent and that the instant cause of action arose out of said transaction.

2. PLAINTIFF IS AUTHORIZED TO PROCEED WITH THIS ACTION.

3. UPON INFORMATION AND BELIEF DEFENDANT(S) BORROWED MONEY FROM PLAINTIFF OR PLAINTIFF'S ASSIGNOR PURSUANT TO A PROMISSORY NOTE.

4. DEFENDANT(S) HAS DEFAULTED ON SAID AGREEMENT AND \$ 11,782.40 IS NOW DUE, NO PART OF SAID SUM HAS BEEN PAID ALTHOUGH DULY DEMANDED.

5. DEFENDANT(S) IS IN DEFAULT AND DEMAND FOR PAYMENT HAS BEEN MADE.

PLAINTIFF IS THE ORIGINAL CREDITOR AND IS NOT REQUIRED TO BE LICENSED BY THE NYC DEPARTMENT OF CONSUMER AFFAIRS.

2ND CAUSE/ACTION: PLAINTIFF STATED AN ACCOUNT TO DEFENDANT WITHOUT OBJECTION

There is due Plaintiff from Defendant(s) the amount in the complaint, no part of which has been paid, although duly demanded

WHEREFORE Plaintiff demands judgement against Defendant(s) for the sum of \$ 11,782.40 together with the Disbursements of this action.

WE ARE DEBT COLLECTORS; ANY INFORMATION OBTAINED WILL BE USED IN ATTEMPTING TO COLLECT THIS DEBT.

FORSTER & GARBUS LLP
TEL # 1-631-393-9400
ATTORNEY(S) FOR PLAINTIFF
60 MOTOR PARKWAY
COMMACK, NY 11725

PURSUANT TO PART 130-1.1-a OF THE RULES OF THE
CHIEF ADMINISTRATOR THIS SIGNATURE APPLIES
TO THE ATTACHED SUMMONS AND COMPLAINT

DATED: THE 09 DAY OF JANUARY, 2014
FILE NO. MS50000226880

Page 3

Plaintiffs' 000323

Forster & Garbino, LLP
Suitable Age Service

**CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX**

AFFIDAVIT OF SERVICE (ADDRESS CHANGE)



483784

Index no : 761/14
Date of Purchase: 01/14/2014
Office No: MS50000226880

Plaintiff(s): **NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-2, A DELAWARE STATUTORY TRUST(S)**
Defendant(s): **JAELYSABEL VILLASANTE AND SANDRA TABAR**

STATE OF NEW YORK COUNTY OF QUEENS ss.:

I (Kerron Melville) being duly sworn deposes and says I am over the age of 18 and reside in New York State.

On **02/21/2014** at **9:25 PM**, I served the within **SUMMONS AND FORMAL COMPLAINT** on **SANDRA TABAR** at **1535 UNDERCLIFF AVE APT 109, BRONX, NY 104537172** in the manner indicated below:

By delivering and leaving a true copy or copies of the aforementioned documents with said, **john doe**". **CO-TENANT** a person of suitable age and discretion. Person spoken to stated that said premises is intended recipients residence within the state.

A description of the **Defendant(s)**, or other person served on behalf of the **Defendant(s)** is as follows:

Sex	Color of skin/race	Color of hair	Age(Approx)	Height (Approx)	Weight (Approx)
Male	Brown	Black	38	5ft9in	161-180lbs
Other Features:					

On **02/24/2014** I deposited in the United States mails a true copy or copies of the aforementioned documents properly enclosed and sealed in a post-paid wrapper addressed to said Defendant(s) at **1535 UNDERCLIFF AVE APT 109, BRONX, NY 104537172**. That address being the last known residence, usual place of abode of the Defendant(s). Copy mailed 1st class mail marked personal & confidential not indicating on the outside thereof, by return address or otherwise that said notice is from an attorney or concerns an action against the person to be served.

The index number and date of filing was endorsed on the documents at the time of service.

Sworn to and subscribed before me on
02/24/2014

Felix A Vazquez
Notary Public, State of New York
No. 01VA6172274
Qualified in Kings County
Commission Expires 8/6/15

RECEIVED
February 25, 2014
BRONX COUNTY
CIVIL COURT
X
W/ENVELOPE
Kerron Melville
208-6 COMPLIANT
License#: 1314097
Progressive Process Service, Inc.
P.O. Box 230270
Hollis, NY 11423
800-652-7550 Clerk: Progressive



Plaintiff & Defendant
Suitable Age Service

**CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX**

AFFIDAVIT OF SERVICE (ADDRESS CHANGE)



483703

Index no : 761/14
Date of Purchase: 01/14/2014
Office No: MS50000226880

Plaintiff(s): **NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-2, A DELAWARE STATUTORY TRUST(S)**
Defendant(s): **JAELYSABEL VILLASANTE AND SANDRA TABAR**

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CIVIL COURT
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800-652-7550 Clerk: Progressive

